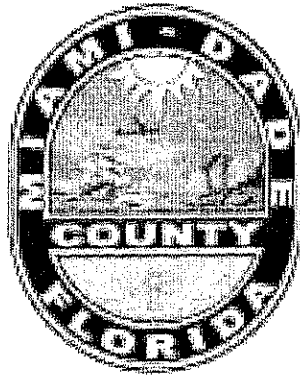


Miami Dade County

Stephen P. Clark Government Center
111 N.W. 1st Street
Miami, Fl. 33128



LEGISLATIVE ANALYSIS

Tuesday, July 13, 2004
9:30 AM
Commission Chambers

Board of County Commissioners

July 13, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

CUTLER RIDGE AREA INCORPORATION

County Manager

RESOLUTION CALLING FOR A SPECIAL ELECTION IN CONJUNCTION WITH THE GENERAL ELECTION IN MIAMI-DADE COUNTY, FLORIDA, TO BE HELD ON NOVEMBER 2, 2004, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS RESIDING WITHIN THE BOUNDARIES OF A PROPOSED NEW MUNICIPALITY IN THE AREA OF THE CUTLER RIDGE THE QUESTION OF WHETHER THE BOARD OF COUNTY COMMISSIONERS SHOULD BE AUTHORIZED TO CREATE A NEW MUNICIPALITY IN THE AREA OF THE CUTLER RIDGE PURSUANT TO SECTION 5.05 OF THE MIAMI-DADE COUNTY HOME RULE CHARTER

County Manager

I. SUMMARY

The Cutler Ridge Municipal Advisory Committee (MAC) has completed its work and has presented a conceptual agreement for the proposed new city. If this item is approved by the Board, electors in the proposed City of Cutler Ridge will be allowed to vote in November 2004 to decide upon incorporation.

II. PRESENT SITUATION

There are issues concerning the boundaries as they apply to Cutler Ridge and Goulds. The issue has been sent to the Florida Conflict Resolution Consortium (FCRC) for a solution to the Boundaries dispute. The FCRC finds that "there is a high likelihood that a mediated process can result in mutually acceptable agreements that resolve or narrow many of the issues between the various groups." The FCRC also finds "a lower probability that a mediated process can resolve all of the issues between all of the groups."

III. POLICY CHANGE AND IMPLICATION

N/A

IV. ECONOMIC IMPACT

The Cutler Ridge Incorporation if approved by the voters in November should be at a minimum have a neutral effect on the UMSA budget.

V. COMMENTS AND QUESTIONS

- Issues not resolved in the mediation process may need to be resolved by either Board action or non-binding arbitration.

BCC ITEM 4(H), 11(A)(4), 11(B)(1)

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- By allowing citizen to vote in November, both sides will be able to decide the issue democratically.
- A public hearing before the BCC must happen in July in order for it to be on the ballot in November.

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION DECLARING CERTAIN GEOGRAPHIC AREA OF CITY OF NORTH MIAMI, FLORIDA DESCRIBED IN MORE DETAIL IN THIS RESOLUTION TO BE A SLUM OR BLIGHTED AREA; DECLARING THE REBUILDING, REHABILITATION, CONSERVATION AND REDEVELOPMENT OF THE AREA TO BE IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF RESIDENTS OF CITY OF NORTH MIAMI AND OF MIAMI-DADE COUNTY, FLORIDA; FINDING NEED FOR CREATION OF COMMUNITY REDEVELOPMENT AGENCY; AND DELEGATING CERTAIN COMMUNITY REDEVELOPMENT POWERS TO THE CITY OF NORTH MIAMI

Office of Community and Economic Development

I. SUMMARY

This resolution designates a portion of the City of North Miami to be a slum or blighted Area, and finding a need to create a Community Redevelopment Agency.

II. PRESENT SITUATION

There are nine Community Redevelopment Agencies in the County.

III. POLICY CHANGE AND IMPLICATION

This resolution delegates certain redevelopment powers to the City of North Miami so that they can create the CRA and redevelopment plan.

IV. ECONOMIC IMPACT

Form the CRA area east of Biscayne Boulevard (e.g. the Munisport site/Biscayne Landings development project) the dollar equivalent of a 95% tax increment will be available to the CRA.

Form the CRA area west of Biscayne Boulevard the dollar equivalent of 100% of the Tax Increment will be excluded from the annual budget of the CRA and returned to the County and City.

V. COMMENTS AND QUESTIONS

The CRA boundaries exclude parcels owned by Johnson and Wales University.

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LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

ORDINANCE CREATING AND ESTABLISHING THE GOULDS AREA MUNICIPAL ADVISORY COMMITTEE; DIRECTING STAFF TO PREPARE A STUDY OF THE POSSIBLE CREATION OF A NEW MUNICIPALITY IN THE AREA OF GOULDS ; PROVIDING WAIVER OF SECTION 2-11.37(C) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE, AND AN EFFECTIVE DATE

Commissioner Dennis C. Moss

ORDINANCE CREATING AND ESTABLISHING THE PLANT (PRINCETON, LEISURE CITY AND NARANJA) AREA MUNICIPAL ADVISORY COMMITTEE; DIRECTING STAFF TO PREPARE A STUDY OF THE POSSIBLE CREATION OF A NEW MUNICIPALITY IN THE PLANT AREA; PROVIDING WAIVER OF SECTIONS 2-11.37(C) AND 2-11.38 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE, AND AN EFFECTIVE DATE

Commissioner Dennis C. Moss

RESOLUTION CREATING AND ESTABLISHING THE FISHER ISLAND AREA MUNICIPAL ADVISORY COMMITTEE AND SETTING FORTH ITS DUTIES; DIRECTING COUNTY STAFF TO PREPARE A STUDY OF THE POSSIBLE CREATION OF A NEW MUNICIPALITY IN THE AREA OF MIAMI-DADE COUNTY

Commissioner Bruno A. Barreiro

I. SUMMARY

Municipal Advisory Committees (MAC) are established by Resolution to allow residents to study the ability to incorporate. The MAC shall prepare and submit an advisory report. If the MAC is unable to complete its work in one (1) year, then an ordinance must be passed to allow for its extension.

II. PRESENT SITUATION

The Fisher Island Area MAC would be **created** if the resolution is passed.

The Goulds Area MAC and the PLANT (Princeton, Leisure City and Naranja) Area MAC would be **extended** if the corresponding ordinances are passed.

III. POLICY CHANGE AND IMPLICATION

N/A

IV. ECONOMIC IMPACT

BCC ITEM 4(Z), 6(C), 6(D)

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The Manager states that no Fiscal Impact will be incurred by the County from the MAC process. It should be noted that the FY 03-04 Operating Budget for Annexation and Incorporation was \$816,000 with 6 total positions. The Office of Strategic Management and Budget has an Incorporation, Annexation and Municipal Support Group which provides support to the MACs.

V. COMMENTS AND QUESTIONS

None.

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

ORDINANCE RELATING TO RULES AND REGULATIONS OF THE MIAMI-DADE AVIATION DEPARTMENT; AMENDING CHAPTER 25-4.1(f) OF THE MIAMI-DADE COUNTY CODE TO INCREASE THE MAXIMUM AMOUNT OF THE CUSTOMER FACILITY CHARGE THAT RENTAL CAR COMPANIES OPERATING AT MIAMI INTERNATIONAL AIRPORT MUST COLLECT FROM CUSTOMERS DURING THE PERIOD OF TIME THAT PRECEDES COMPLETION OF THE RENTAL CAR FACILITY; AUTHORIZING AVIATION DEPARTMENT TO AMEND THE APPLICABLE OPERATIONAL DIRECTIVE TO INCORPORATE SUCH INCREASE IN CUSTOMER FACILITY CHARGE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Aviation Department

I. SUMMARY

This proposed ordinance would amend Section 25-4.1(f)(5) of the Code to implement an immediate increase in the maximum Customer Facility Charge (CFC) that Miami International Airport (MIA) rental car company customers pay to reimburse the Aviation Department (MDAD) for Rental Car Facility (RCF)-related construction and operating expenses. The maximum CFC would increase from the present \$3.00 per day to \$3.25 per day. Per existing language in the Code, upon completion of the RCF, the CFC will be set by MDAD and will no longer be subject to the limitations in this agenda item. A copy of Sec. 25-4.1(f) of the Code is appended as Attachment #1.

The CFC is paid by rental car customers in lieu of directly charging rental car companies for the space they will use at the RCF.

A RCF status report, which is listed as BCC Item 11(B)(3) on the July 13, 2004 BCC Preliminary Agenda, was deferred in the June 17, 2004 Transportation Committee meeting because of unresolved questions about equitable allocation of RCF facilities to disadvantaged business enterprises. The deferred report also discussed the rationale for the immediate CFC increase and projected future increases to \$4 upon completion of the RCF followed by \$0.25 every five years thereafter.

II. PRESENT SITUATION

The Code presently limits the CFC to not exceed \$3 per day.

III. POLICY CHANGE AND IMPLICATION

- Disadvantage: Because rental car companies will not be charged for the amount of space they use at the RCF, this arrangement is likely to contribute significantly to companies seeking more space than they would otherwise be willing to pay for.
- Advantages:
 - Small rental car companies may have a greater opportunity to succeed because they may get more space than their business model could otherwise afford.

BCC ITEM 6(E)

July 13, 2004

- Rental car companies will assume less financial risk than if their payments remained fixed regardless of fluctuations in MIA passenger traffic level.
- If MIA passenger traffic increases, so too will MIA revenues from the CFC.

IV. ECONOMIC IMPACT

Until completion of the RCF, the maximum CFC would increase \$0.25, from \$3 per day to \$3.25 (+8.3%).

Upon completion of the RCF, the amount of the CFC will be specified by the MDAD Director and is not limited.

The proposed CFC change will increase MDAD revenue, but the estimated amount of revenue to be generated was not provided.

V. COMMENTS AND QUESTIONS

None.

Attachment:

1 Sec. 25-4.1(f) Miami-Dade County Code of Ordinances

Attachment #1

Sec. 25-4.1(f) Miami-Dade County Code of Ordinances

Sec. 25-4. Ground transportation.

25-4.1 *Commercial vehicles.*

(f) (1) Effective as of the date that the proposed consolidated Rental Car Facility located east of LeJeune Road to be designed and constructed by the Florida Department of Transportation as set forth in Resolution No. R-1268-99, is operational for the participating car rental companies having agreed to operate therein, all ground transportation courtesy vehicles by which customers of ground transportation companies are transported to or from Miami International Airport and the companies' places of business, shall be prohibited from operating on the lower and upper vehicular drives of such Airport and from picking up and dropping off their customers at any Airport facility or location other than the Rental Car Facility or the Miami Intermodal Center, as designated by Operational Directives. The term "ground transportation courtesy vehicles" shall include cars, vans, buses or other forms of vehicular transportation, but shall not include taxis, demand shuttle vans or buses, or for-hire vehicles subject to Chapter 31 of the Miami-Dade County Code. The term "ground transportation companies" include but are not limited to car rental companies, parking lot operators, and hotels and motels.

(2) Notwithstanding subsection (f)(1), the County Manager may exempt certain ground transportation companies from the prohibition contained in subsection (f)(1) and may permit such companies to pick up and drop off customers at a facility other than the Rental Car Facility or Miami Intermodal Center; provided, however, any such exemption shall be effective only after (a) a public hearing has been held at which all representatives of the ground transportation industry are invited to present their views, (b) the County Manager has determined that the exemption shall not adversely affect traffic congestion, air quality and passenger safety, and (c) such exemption has been set forth in an Administrative Order approved by the Board; provided further that any such exemption shall extend for a period of time and under such conditions as the County Manager determines; and provided further that no exemption from the requirements and restrictions of subsection (f)(1) shall be given under any circumstances to any car rental company.

(3) The Aviation Director shall have the authority to issue an Operational Directive from time to time for the following purposes:

(a) To provide for the use of the Terminal Building facilities and roadways by all ground transportation users during the Interim Period from the effective date of this ordinance to the date on which the Rental Car Facility is operational, and during the period thereafter;

(b) To provide for the date on which the Rental Car Facility is deemed operational for purposes of requiring all ground transportation courtesy vehicles subject to this ordinance and the Operational Directive to access their customers at the Rental Car Facility and not at the Terminal Building or other Airport location;

(c) To provide for all aspects of a temporary common shuttle vehicle operation between the Terminal Building and the Rental Car Facility by which ground transportation companies and their customers made subject to the Operational Directive make use of and pay for the costs of the common shuttle vehicle operation until the Airport's MIC MIA automated People Mover System is operational. The Operational Directive may permit the participating car rental companies to operate such a shuttle vehicle operation in their own name or names or through a company selected by them or may require selection of a company by the County through appropriate bidding procedures;

(d) To provide for the use of and payment for the Rental Car Facility, its roadways, and the MIC-MIA People Mover System after the Rental Car Facility and the People Mover System become operational, such Operational Directive to apply to all users of the Rental Car Facility and People Mover system, including the participating car rental companies operating within the Rental Car Facility and all other car rental companies picking up and dropping off their customers

Attachment #1

Sec. 25-4.1(f) Miami-Dade County Code of Ordinances

at a location or locations outside of the Rental Car Facility as designated by such Operational Directive; and

(e) To set forth the level of fees required to be paid by those car rental companies choosing to pick up and drop off their customers at the curbside or other designated location of the Rental Car Facility rather than to operate within such facility. Such fees may include a Customer Facility Charge or a percentage of gross revenues, or a combination of both. To the extent such fees are based on a percentage of gross revenues of such companies generated by customers picked up or dropped off at the Rental Car Facility, such fees may be less than but shall not exceed the percentage of gross revenues approved by the Board for car rental companies operating within the said Facility.

(4) The Operational Directive shall require all car rental companies operating within the Rental Car Facility to charge and collect from their customers, commencing on and after the date on which the Rental Car Facility is operational, a Customer Facility Charge in an amount not less than the amount required to discharge the County's responsibilities and liabilities under agreements with the Florida Department of Transportation and sufficient to defray debt service on any loans for the acquisition of the property for and the design and construction of the Rental Car Facility, as well as operating and maintenance expenses related to the Rental Car Facility and allocated operating and maintenance expenses attributable to the MIC-MIA people mover system connecting the Rental Car Facility with the Airport's Terminal Building.

(5) The Operational Directive shall require that, commencing no earlier than January 1, 2002, and expiring no later than the date the Customer Facility Charge under subsection (4) above is effective, all car rental companies operating at Miami International Airport that have agreed to serve as participating car rental companies in the Rental Car Facility shall charge and collect from their customers a Customer Facility Charge not to exceed three dollars (\$3.00) per day per car rental contract in addition to all other fees established by contract or Operational Directive, such interim Customer Facility Charge to be determined by the Aviation Department and set forth in the Operational Directive, for the purpose of defraying ongoing costs applicable to the design and construction of the Rental Car Facility as well as existing costs to the Airport of providing facilities and services to such companies prior to the date on which the Rental Car Facility becomes operational and as additional payment for the companies' privilege of doing business at the Airport. The Operational Directive or contractual provision shall provide that, as to any such fees and to the extent permissible under federal law and any trust indenture applicable to the Airport, such fees shall be held by the Airport in a separate interest-bearing account for the purpose of defraying the costs of the Rental Car Facility.

(6) Except as provided in (4) and (5) above, none of the fees payable for the use of the Rental Car Facility shall be deemed to be fees mandated by the County unless the Operational Directive states that designated fees are so mandated. (Ord. No. 75-113, § 2, 12-2-75; Ord. No. 79-25, § 15, 3-20-79; Ord. No. 81-85, § 4, 7-21-81; Ord. No. 88-37, §§ 5, 6, 5-3-88; Ord. No. 95-41, §§ 67, 68, 3-7-95; Ord. No. 00-87, § 1, 7-6-00)

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AWARDING EMPLOYEE PARKING LOT DRAINAGE IMPROVEMENTS CONTRACT PROJECT NO. G-035-A, TO MARKS BROTHERS, INC., AT MIAMI INTERNATIONAL AIRPORT; AUTHORIZING COUNTY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT AND TERMINATION PROVISIONS CONTAINED THEREIN

Aviation Department

I. SUMMARY

This resolution would award a \$1.664 million contract to Marks Brothers, Inc. for a 322 day project to make drainage improvements to the Miami-International Airport (MIA) employee parking lot. The project's 21% CSBE goal will be met using subcontractors: Roberts Traffic Corp (0.9%) and Clinton Engineering, Inc. (20.95%).

II. PRESENT SITUATION

Drainage in this lot has been a long-term problem.

III. POLICY CHANGE AND IMPLICATION

Storm drainage problems with this facility should be substantially resolved upon completion of this contract.

IV. ECONOMIC IMPACT

Award:	\$1,663,536.49 (MDAD)
County Estimate:	\$2,044,884.58
Community Work Force Program Goal:	29%
CSBE Goal:	21 %
CSBE Commitment in Bid:	21.95%

V. COMMENTS AND QUESTIONS

Eight responsive and responsible firms competed in response to this ITB.

There are 2 errors that pend corrections on p. 2 of the County Manager's memo recommending **Item 7(A)(1)(A)**.

1. In the paragraph entitled *Subcontractors Meeting Goals*, "Roberts Traffic Marking" is listed as a CSBE contractor, but that firm was involuntarily dissolved by the Florida Department of State in 1986 and is not a Miami-Dade County certified CSBE firm. The correct subcontractor is "Roberts Traffic Corp." (none of whose present officers appear to have been officers of Roberts Traffic Marking.) and is DBD certified as CSBE Level 2.
2. In same paragraph, Roberts is incorrectly listed as meeting 09% of the CSBE goal. The correct figure is "0.9%."

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION WAIVING COMPETITIVE BIDDING AND SETTING ASIDE FOR COMPETITION SOLELY AMONG BLACK BUSINESS ENTERPRISES PURCHASE OF AIRPORT PASSENGER AND BAGGAGE ASSISTANCE SERVICES AT MIAMI INTERNATIONAL AIRPORT; AWARDING MANAGEMENT AGREEMENT FOR AIRPORT PASSENGER AND BAGGAGE ASSISTANCE AT MIAMI INTERNATIONAL AIRPORT TO QUALITY AIRCRAFT SERVICES, INC.; APPROVING SUCH AGREEMENT BETWEEN THE COUNTY AND QUALITY AIRCRAFT SERVICES, INC.; AND AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

Aviation Department

I. SUMMARY

This proposed resolution would waive competitive bid requirements and award a three-year, \$25,583,308 BBE set-aside contract to Quality Aircraft Services, Inc. (Quality) for operation and management of passenger and baggage assistance services in the U.S. Customs and associated area(s) of Miami International Airport (MIA). This resolution was forwarded with a favorable recommendation for approval by the Transportation Committee on May 20, 2004, but at the request of a Commissioner, it was deferred and referred back to the Transportation Committee by the BCC on June 8, 2004.

This contract had previously, at a public hearing before the Transportation Committee on November 25, 2003, been recommended for award to N & K Enterprises, Inc. The County Manager withdrew that recommendation. Following the filing of a bid protest by Quality Aircraft Services (Quality), the Hearing Examiner ruled in favor of Quality's protest that, at the bid opening, the firm had not been allowed to correct their bid form that had mistakenly listed the annual amount of their proposed management fee instead of the monthly amount as called for on the form. The County Manager's revised award recommendation in this agenda item accepts and complies with the Hearing Examiner's recommendation.

The Transportation Committee reconsidered this item on June 17, 2004. After considering whether or not Quality's bid had indeed suffered from an innocent error as the Hearing Examiner had reasoned, or had been improperly changed, the Transportation Committee again voted to forward the item to the BCC with a favorable recommendation.

Accepting the County Manager's present recommendation saves the County \$40,000 per year.

II. PRESENT SITUATION

This contract was subject of competition from three BBE firms:

BCC ITEM 7(A)(1)(B)
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Final Rank	Firm	Proposed Management Fee*
1	Quality Aircraft Services, Inc.	\$140,000.04 per year/\$11,666.67 per month
2	N & K Enterprises, Inc.	\$180,000.00 per year/\$15,000.00 per month
3	Puryear, Inc.	\$140,000.04 per year/\$11,666.67 per month

* Other selection criteria considered included experience of the proposer, general manager's experience and qualifications, work plan, and employment plan.

III. POLICY CHANGE AND IMPLICATION

This award and the finding in the bid protest may provide precedent for future BCC Committee public hearing processes.

IV. ECONOMIC IMPACT

Estimated total cost of \$25,583,308 (Airport Revenue Funds) including:

- Management fee (\$11,666.67 per month/\$140,000.04 per year)
- Reimbursable operating expenses
 - Reimbursable operating expenses are "all direct costs of operation...including material costs, payroll and related expenses, utilities, bonds and insurance, audits, capital operating equipment, maintenance and such other operating expenses approved by the Department or described in the approved Annual Operating Budget." Reimbursable expenses are to be paid through an Imprest Operating Account funded by MDAD and an Imprest Payroll Account. (Art. 4.01-4.03, handwritten pp. 85-86).

Non-reimbursable expenses are defined in the contract (Art. 4.12, handwritten pp. 89-90).

V. COMMENTS AND QUESTIONS

- In response to two Transportation Committee members' requests on May 20, 2004, the County Manager compared award of this management contract with providing management with County employees. The County Manager indicated that the cost of the management agreement is \$140,000 per year. If done by County employees, direct personnel costs, including fringe, *"could run \$97,500 [per year]....For the remaining balance of \$42,500, it would not appear to cover the County exposure in terms of potential liability for losses, insurance costs, office space expenses, legal fees, management time, etc. that may be incurred managing a labor-intensive operation of 227 full-time employees in a 24-hour, 7 day a week operation."*
- Like the recently approved MIA Fuel Farm management agreement, this contract does stipulate that the General Manager's salary and benefits, including fringe benefits, are not reimbursable expenses [Art. 4.12(G), handwritten pp. 89-90].
- Unlike the recently approved MIA Fuel Farm management agreement, this contract does not require the dedicated full-time on-site General Manager be or become a Miami-Dade County resident.

BCC ITEM 7(A)(1)(B)
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- Two of the three submitted bids contained exactly the same management fee to the penny (\$11,666.67 per month/\$140,000.04 per year.)

This contract includes checks and balances including:

- Annual operating budget and operating forecast which require MDAD approval;
- Weekly performance reports;
- Monthly financial statements;
- Quarterly financial report;
- Annual audited financial statement of operations under the agreement; and
- Various other reports (incident, daily airline carousel assignment, daily shift, & supervisor's report of employee job injury or disease).

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF CHANGE ORDER NO. 4 TO PROJECT NO. H010A FOR SOUTH TERMINAL PROGRAM CONSTRUCTION MANAGER AT RISK AT MIAMI INTERNATIONAL AIRPORT, WITH PARSONS ODEBRECHT JOINT VENTURE

Aviation Department

I. SUMMARY

This is a proposal for Change Order No. 4 to Parsons-Odebrecht J. V.'s (POJV) contract for the Miami International Airport (MIA) South Terminal project. The proposed change adds \$41.9 million (+6.4%) to the existing \$658.7 million contract. The total cost with Change Order No. 4 would be \$700.6 million.

The change provides:

- \$23.575 million for security related changes including:
 - \$22.275 million for Transportation Security Administration (TSA) requirements including baggage handling, explosive detection systems (EDS), TSA offices and adverse schedule impacts and contract fees; and
 - \$1.3 million for aircraft operations area (AOA) security devices.
- \$8.325 million for communications and information systems cabling, including substitution of fiber optic cables to improve security and reliability.
- \$10 million addition to the General Allowance Account, which presently has only 33% of its original, \$22.446 million amount remaining.

II. PRESENT SITUATION

The County Manager's memorandum recommending this item indicates that work orders have increased the time for contract completion by 377 days, but that none of these changes had been submitted as part of contract change orders, and no time extensions are requested in this proposed resolution (handwritten p. 6.)

III. POLICY CHANGE AND IMPLICATION

Though large in dollars (\$41.9 million), the recommended change represents only a 6.4% increase to the existing contract.

This item reports more than a year (377 days) were added by "work orders" to the contract's completion date without referral to the BCC for approved change orders.

IV. ECONOMIC IMPACT

Original Contract Amount:	\$658,700,000
Original County Cost Estimate:	\$680,000,000
Previous Change Orders:	No change to price
This Change Order:	+\$41,000,000 (+6.4%)
Adjusted Total (including this change)	\$700,600,000

V. COMMENTS AND QUESTIONS

TSA continues to announce security initiatives that could impact future airport security requirements. On June 16, 2004 alone, the TSA announced:

- Study of new explosive trace detection technology (ETD) at the first of four airports selected for pilot studies; and
- Signing of contracts to implement "Registered Traveler Pilot Programs" to expedite frequent flyer security screening at:
 - Minneapolis-St. Paul International (with Northwest Airlines),
 - Los Angeles International (with United Airlines),
 - George Bush Intercontinental/Houston (with Continental Airlines), and
 - Boston Logan International and Ronald Reagan Washington National (with American Airlines.)

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LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AWARDING THE LEASE AND CONCESSION AGREEMENT FOR A CENTRAL TERMINAL RETAIL PROGRAM DEVELOPER AT MIAMI INTERNATIONAL AIRPORT, RFP NO. MDAD 02-02 TO WESTFIELD CONCESSION MANAGEMENT, INC.; AUTHORIZING COUNTY MANAGER TO EXECUTE AGREEMENT AND TERMINATION OR CANCELLATION PROVISIONS CONTAINED THEREIN; WAIVING REQUIREMENTS OF RESOLUTION NO. R-377-04; WAIVING BID PROTEST PROCEDURES; WAIVING COMPETITIVE BID PROCESS

Aviation Department

I. SUMMARY

This proposed resolution would award the Miami International Airport (MIA) Central Terminal Retail Program Developer contract to Westfield Concession Management, Inc. (Westfield). The proposed award was negotiated with Westfield as directed by the BCC on May 11, 2004 in which the BCC determined that it was in the best interests of the County to negotiate a contract with Westfield rather than rejecting all bids and re-advertising as had been recommended by the County Manager. If approved, the proposed resolution would also waive competitive bid process requirements, bid protest requirements of Sec. 2-8.3 and 2-8.4 of the Code, and effective date requirements of R-377-04 that specifies that a "contract shall not become effective until the time for making a motion to reconsider has expired" unless waived.

The term of the proposed contract is a period of (a) five years after three hundred sixty-five (365) calendar days from the effective date or (b) five years from the beneficial occupancy of thirty (30) retail locations, plus the award includes an option to extend the agreement for up to two (2) years. Bid requirements included a 21% DBE goal, and Westfield's proposal indicated they will have 31.4% DBE subcontractor participation.

Westfield will be required to develop 36 retail locations that total 38,127 sq. ft. and will pay:

- o A Minimum Annual Guarantee (MAG) based on Central Terminal Enplanements: \$0.25 per Domestic Enplanement and \$0.35 per International Enplanement (estimated to total approx. \$2.3 million per year), and
- o A percentage of the amount by which monthly Gross Revenues exceeds the MAG. The percentage paid is based on a "blended rate" computed from the individual percentages specified in Art. 2.05 for each retail category (ranges from 8%-to-16%.)

II. PRESENT SITUATION

MDAD reports that the Central Terminal presently has insufficient retail facilities. Such a gap would result in both customer dissatisfaction and lost revenue.

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III. POLICY CHANGE AND IMPLICATION

The Central Terminal Retail Program Developer award is for a single developer to operate all 36 designated retail facilities. By its nature, only a limited number of firms qualify as a "developer," leaving out many "prime concessionaires" that may otherwise have been interested in bidding on smaller packages of concessions.

IV. ECONOMIC IMPACT

Estimated revenue to MDAD: \$2,338,750.05 per year (estimate based on FY 2002-03 enplanements). Revenue will be generated by:

- A Minimum Annual Guarantee (MAG) based on Central Terminal Enplanements: \$0.25 per Domestic Enplanement and \$0.35 per International Enplanement (estimated to total approx. \$2.3 million per year), and
- A percentage of the amount by which monthly Gross Revenues exceeds the MAG. The percentage paid is based on a "blended rate" computed from the individual percentages specified in Art. 2.05 for each retail category (ranges from 8%-to-16%.)

V. COMMENTS AND QUESTIONS

The County Manager's memorandum recommending this item provides the following justification (handwritten p. 6) for the recommended waivers of competitive bid process, bid protests and effective date.

Further, it is recommended as being in the County's best interest for the Board to waive the requirements of Sections 2-8.3 and 2-8.4 of the Miami-Dade County pertaining to bid protests and to waive the requirements of Resolution No. R-377-04 pertaining to the effective date of an agreement for the following reasons: There is currently a lack of concessions in the Central Terminal area and the Department desires to proceed expeditiously with the Central Terminal Retail Program to quickly satisfy customer demand. Proceeding with an expeditious award of the agreement for the Central Terminal Retail Program will enable the Department to have some concession space open by Christmas 2004, thereby increasing potential sales and revenue.

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LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 850 IVES DAIRY ROAD, MIAMI WITH CALIFORNIA CLUB SHOPPING CENTER, LTD. D/B/A R.K. ASSOCIATES, A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY MIAMI-DADE COUNTY FOR A MINI-LIBRARY; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

I. SUMMARY

This resolution approves a lease agreement at 850 Ives Dairy Road with the California Club Shopping Center Ltd. And the Miami-Dade County Public Library System.

II. PRESENT SITUATION

Presently, the Miami-Dade Public Library System is involved in an expansion program that calls for the construction and operation of ten neighborhood libraries to be built over the next thirteen years. In addition, funding was approved for the opening and operating of eight mini-libraries, in leased facilities, over the next four years. This plan also includes major renovations to existing facilities. This site is one of the eight mini-libraries.

III. POLICY CHANGE AND IMPLICATION

None.

IV. ECONOMIC IMPACT

The lease agreement is for five years with two additional two-year renewal option periods. Annual rent is \$90,000 (\$20.00 per square foot). The base rent for the second, third, fourth and fifth years shall increase \$1.00 per square foot each year which equates to an increase of 5% for the second year, 4.7% for the third year, 4.5% for the fourth year and 4.3% for the fifth year. In addition, the County will pay \$3.00 per square foot as its contribution toward common area maintenance, real estate taxes and insurance for the first year of the initial lease term, \$3.33 per square foot for the second year, \$3.60 per square foot for the third year, \$4.00 per square foot for the fourth year and \$4.40 per square foot for the fifth year. The base rent and common area maintenance shall be adjusted by a three percent increase each year of the renewal periods. The County will be responsible for electricity, water, HVAC maintenance, janitorial, custodial and exterminating services. Funding for this lease agreement will come out of the Library Taxing District.

BCC ITEM 7(F)(1)(A)

July 13, 2004

V. COMMENTS AND QUESTIONS

Several other properties were evaluated for this Library including the following:

Ives Dairy Crossing Shopping Center

19925 Ives Dairy Road- \$21.00 per square foot plus

\$4.75 CAM per square foot

202 Place

20295 N.W. 2nd Avenue - \$19.00 per square foot

No space available

Office Park at California Club

1001-1041 Ives Dairy Road - \$20.00 per square foot

No space available

See attached for information on the Library Capital Improvement Plan.

June 17, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF RETROACTIVE CHANGE ORDER NO. 2 (FINAL) TO CONTRACT TA01-MR21R BETWEEN MIAMI-DADE COUNTY AND MERKURY CORPORATION FOR AN INCREASE OF \$62,400.56 AND A TIME EXTENSION OF 33 CALENDAR DAYS

Miami-Dade Transit

I. SUMMARY

This resolution request approval of Change Order No. 2 (and Final) to the contract between Merkury Corp. and Miami-Dade County for the Douglas Road Pedestrian Overpass project.

II. PRESENT SITUATION

The Douglas Road Pedestrian Overpass was completed in the summer of 2003.

Miami-Dade Transit, the County Attorney's Office, and the contractor are still in negotiations to close out the contract.

III. POLICY CHANGE AND IMPLICATION

Change Orders are increasingly common policy for on-going and/or completed construction projects.

This resolution would allow the County to settle with the contractor and close out this project.

IV. ECONOMIC IMPACT

This change order represents a net increase of \$62,400 (or 4.9%) to the current contract cost of \$1,621,881.

Change Order No. 1 was approved by the BCC in October 2003 and resulted in a 21.7% increase in the contract amount from \$1.2 million to the current \$1.62 million contract amount.

This project was funded from the Local Option Gas Tax (LOGT).

V. COMMENTS AND QUESTIONS

The County Attorney's office is currently negotiations with the Design Consultant, Kan Mehta & Consultants in an attempt to recover approximately \$18,000 that were a result of Design Errors and Design Omissions.

July 13, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF THE TWELFTH SUPPLEMENTAL AGREEMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC. TO PREPARE AN APPLICATION PACKAGE TO REQUEST PERMISSION FROM THE FEDERAL TRANSIT ADMINISTRATION TO ENTER INTO PRELIMINARY ENGINEERING, TO PREPARE AND SUBMIT A NEW STARTS APPLICATION AND COMPLETE THE FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) FOR THE MIAMI INTERMODAL CENTER (MIC)/EARLINGTON HEIGHTS CONNECTOR

Miami-Dade Transit

I. SUMMARY

This resolution seeks approval of Supplemental Agreement No. 12 to a Professional Services Agreement between Miami-Dade County and Parsons Brinkerhoff Quade & Douglas, Inc. (PBQD) for the purposes of acting as environmental consultant on the North Corridor and MIC/Earlington Heights Connector projects.

II. PRESENT SITUATION

The original PSA was entered into in 1994 for an original amount of \$1,157,013.

The Department contends that utilization of Supplemental PSAs on long term projects, such as this, are better in terms of controlling costs and changes than are open ended lump sum contracts requiring Change Orders and/or amendments.

III. POLICY CHANGE AND IMPLICATION

On projects where Federal Funds are utilized, such as this one, it is required to provide on-going Environmental Impact Statements.

Supplements to current PSAs are consistent with County Policies.

IV. ECONOMIC IMPACT

This Supplemental Agreement increases the amount by \$303,463 from the current PSA amount (or approximately 5.6% from the current amount).

However, the total change in this agreement from the original amount has been approximately 500%. This is a misrepresentation however, because when the original amount was approved, in 1994, there was no accurate way to estimate the time and scope of work that would be required as a result of changes to the County's Transportation Plan. Thus, the department requested a PSA that could be supplemented upon approval by the Board.

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V. COMMENTS AND QUESTIONS

Although the dollar amount associated with all 12 supplements to this agreement will most likely cause some commissioners to question the use of consultants related to the changes in original amounts.

Funding Source Discrepancy

On September 9, 2003 the BCC approved Supplement No. 11 to this PSA. In that Item 7(S)(1)(I), the funding source breakdown was listed as follows:

- 80% - Federal Transit Administration (FTA)
- 11% - Florida Department of Transportation (FDOT)
- 7% - Local Option Gas Taxes (LOGT)
- 2% - Decade of Progress funding

However, on this item referring to the same agreement, the funding source breakdown is listed as:

- 50% - Federal Transit Administration (FTA)
- 25% - Florida Department of Transportation (FDOT)
- 25% - Peoples Transportation Plan (PTP)

Why has the funding source for the same agreement changed?

July 13, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF RETROACTIVE CHANGE ORDER NO. 4 (FINAL) TO CONTRACT TA97-MR10-4 BETWEEN MIAMI-DADE COUNTY AND UNION SWITCH & SIGNAL FOR A DECREASE OF (\$18,468.40) AND A NON-COMPENSABLE TIME EXTENSION OF 60 CALENDAR DAYS

Miami-Dade Transit

I. SUMMARY

This item seeks approval of a Retroactive Change Order (No. 4) **Final** to Contract TA97-MR10-4. This contract is between Miami-Dade County and Union Switch & Signal Inc., for the provisions of electrical system contracting on the Palmetto Metrorail Extension.

II. PRESENT SITUATION

The extension of the Metrorail to the Palmetto Expressway opened for revenue service on May 30, 2003.

The history of Change Orders associated with this contract is as follows:

Change Order No. 1 - \$209,780 (3.65% of contract total) and 548 day time extension. These changes are needed as a result of delays in right-of-way acquisition and civil construction necessitating an increase in the term of the contract and associated costs to the contractor.

Change Order No. 2 - \$154,592 (2.7% of contract total). There was not a time extension associated with Change order No. 2.

Change Order No. 3 - \$126,145 (2.2% of contract total) and a 30 day time extension.

III. POLICY CHANGE AND IMPLICATION

Change Orders are consistent with County Policy.

Several commissioners have voiced concern regarding the number of Change Orders necessitated for some County projects.

IV. ECONOMIC IMPACT

Change Order No. 1	\$209,780
Change Order No. 2	\$154,592
Change Order No. 3	\$126,145
Change Order No. 3 (This Item)	(\$ 18,468) Decrease

Total change in cost to this contract **\$470,049 (Approximately 8%)**

BCC ITEM 7(J)(1)(D)

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V. COMMENTS AND QUESTIONS

Including the contract with MCM Corp., the Metrorail Extension to the Palmetto Station was resulted in approximately 19 Change Orders.

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES AND PROVISIONS OF ADMINISTRATIVE ORDER 3-38 AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE A CONTRACT WITH THE WACKENHUT CORPORATION WITH A TOTAL COMPENSATION CEILING NOT TO EXCEED \$89.5 MILLION FOR PROVISION OF SECURITY SERVICES FOR MIAMI-DADE TRANSIT AFTER REVIEW BY THE COUNTY ATTORNEY'S OFFICE; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

Miami-Dade Transit Agency

I. SUMMARY

This item seeks authorization for execution of a contract (TR04-SOS) with Wackenhut Corp. for Security Services at Miami-Dade Transit (MDT) facilities.

The Contract would be for five (5) years.

II. PRESENT SITUATION

Wackenhut is the current provider of Security Services for MDT. The current five (5) year contract was approved by the Board of County Commissioners (BCC) on October 19, 1999 and is set to expire in November 2004.

The current contract was a no bid contract that was awarded for substantially the same reasons as before you today. **(Only Wackenhut qualifies under the bid requirements)**. That item was vetoed by the Mayor for the lack of a competitive process. The Mayor stated in his veto, that even if the company was the best and only firm, we should let the process work its way out so that the public perception would not be that we were awarding a \$40 million dollar contract without a bid.

The BCC over rode the Mayor at its meeting in November 1999 and the contract was awarded.

On February 3, 2004, the Board approved a \$14.8 million dollar amendment to the original contract increasing the contract ceiling to approximately \$57.8 million **(This represented an increase of approximately 40% to the original contract)**. MDT contended that the increase was caused by additional security needs associated with enhancements to the PTP, including 24 hour Metrorail Service, as well as a result of 9/11.

Through recent amendments to the PTP, Board has reduced some of the anticipated enhancements, including 24 hour Metrorail and the amount of buses projected to be in place.

Should the current contract have been reevaluated at that time in terms of the need to build the extra money into the next contract?

July 13, 2004

Staff reports that only Wackenhut can satisfy the requirements for providing large scale armed private security. This was verified through surveys and questioners by staff. Staff also stated that new security requirements make this even more important. **It should be noted that many of the larger Transit agencies utilize Police officers which could reduce the amount of armed security guards required.** In fact the original "Transit not Tolls plan envisioned a larger police role which would have increased police on the transit system and reduced the need for such a large private security contract. That plan however was based on a full penny and not the half that was approved by voters.

It should also be noted that during this contract there have been violent incidents against the security guards themselves, in one case a guard had his gun stolen and was shot.

III. POLICY CHANGE AND IMPLICATION

This would keep with the Boards previous policy in overriding the Mayor's veto and awarding the contract to the only viable bidder (Wackenhut).

Continued waiver of competitive bidding procedures and requirements reduces the likelihood of other competitors becoming locally established in the future.

IV. ECONOMIC IMPACT

The requested contract ceiling for this contract is \$89,500,000 (or \$17.9 million per year).

MDT operating funds as well as PTP funds are slated to be used for this contract.

Comparison to other large County contracts:

Dade Aviation Consultants (DAC) -- Approximately \$16 million per year.

Master Project Manager for PTP -- Up to \$84 million over 7 years (or \$12 million per year.)

** This RFP has been advertised, but has not yet been awarded.*

V. COMMENTS AND QUESTIONS

The increase in total possible compensation for this contract, from the current contract ceiling of \$57.8 million to the requested contract ceiling of \$89.5 million, represents an increase of \$28.1 million (or over 50%) from the current contract.

****** Because the maintenance of effort for General Fund Support for MDT was established with the current contract in mind, would it be reasonable to assume that the total increased amount of \$28.1 million for the new contract would most likely have to be covered from the .5% Transportation Surtax?**

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In the future this contract will require more money as new service is added. This will not occur during the life of the 5 year contract as no service enhancements of that magnitude will be completed by then.

Is the Mayor's original theme of his veto valid?

Would public perception be better if we went through the motions and made Wackenhut bid for the contract, or is it more efficient and practical to award the contract through negotiations with the Manager with the only firm we believe qualifies?

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LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH VIACOM OUTDOOR GROUP, INC. FOR PROVISION OF ADVERTISING SERVICES FOR TRANSIT VEHICLES, METRORAIL STATIONS AND SOUTH MIAMI-DADE BUSWAY ADVERTISING KIOSKS; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

Miami-Dade Transit

I. SUMMARY

This resolution recommends the awarding of contract TR03-ADV to Viacom Outdoor Group, Inc. for Advertising Services on Miami-Dade Transit Vehicles, at Metrorail Stations, and along the South Miami-Dade Busway.

II. PRESENT SITUATION

In July 2000, the BCC approved the advertisement of RFP No. 278 (the original RFP) for Advertising on Transit Vehicles and at Passenger Shelters.

The previous contract for advertising on Transit Vehicles and at Passenger Shelters was awarded to **Gateway Outdoor Advertising (GOA)** on December 17, 1991. The original contract was for a term of five years with two (2) renewal provisions for up to Two years each. The contract called for GOA to pay the County a MAG or 60% of its net billings, whichever is greater.

After an audit of the original contract, it was recommended that GOA's proposal for RFP No. 278 be rejected. GOA was found to be non-responsive due to the fact that they owed monies to the County on the previous contract. Further, the Audit and Management Services Department stated that GOA refused to provide the County with documentation need during the audit in order for the County to quantify the net revenues received by GOA from the contract with MDT. It is estimated that GOA still owes the County in excess of \$1.1 million in outstanding debt.

Because GOA was deemed non-responsive, Viacom was left as the only qualified proposer for RFP No. 278. Subsequently, in light of what Viacom claimed as a downturn in the marketplace, Viacom amended their revenue proposal, decreasing their MAG by about 33 %. This reduction left MDT with no qualified proposer for RFP No. 278.

In light of Viacom's withdrawal of their original MAG, on July 23, 2002, the BCC approved the rejection of all proposals in relation to RFP 278 and approved the re-advertisement for proposals as RFP No. 278A.

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On February 23, 2003 the new RFP No. 278A was issued.

Once again, only Gateway and Viacom responded and Gateway was found to be non-responsible leaving Viacom as the only proposer.

III. POLICY CHANGE AND IMPLICATION

Awarding this contract will enable the County to substantially increase the revenues received from advertising on Transit Vehicles and at Busway Kiosks.

IV. ECONOMIC IMPACT

This is a revenue generating contract for the County.

The negotiated terms call for Viacom to provide a Minimum Guarantee of \$5,000,000 for the initial five (5) term of the contract, or 60% of revenues derived directly from the sale of advertising on County property.

If the County and Viacom mutually opt for a renewal option, the Minimum Annual Guarantee (MAG) would increase to \$1,100,000.

V. COMMENTS AND QUESTIONS

It has been four (4) years since the original RFP No. 278 was approved to be advertised for this purpose.

It has been two (2) years since the BCC approved the rejection of RFP No. 278 and allowed the re-advertised as RFP No. 278A and now the County is back to recommend awarding to Viacom, the same sole responsive bidder as in 2002.

The time it has taken to award this contract has had a negative effect with regards to any substantial revenue that could have been derived had the County negotiated terms with Viacom in 2002.

The following was an option offered by the Office of Legislative Analysis on July 23, 2002:

“Due to the lack of willing and responsive providers in the current market place, one option may be to direct the County Manager to negotiate with the only responsive bidder, in this case Viacom, instead of starting a new procurement process that has already proven to be a time consuming option where this contract is involved”.

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LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AMENDING RESOLUTION NO. R-236-04 RECOMMENDING TO THE STATE OF FLORIDA A WAIVER OF THE REQUIRED ANNUAL WAGES FOR PARTICIPATION IN THE STATE OF FLORIDA QUALIFIED TARGETED INDUSTRY TAX REFUND PROGRAM FOR CONFIDENTIAL PROJECT NO. 04-00079 AND PROVIDING FOR AN EFFECTIVE DATE

Office of Community and Economic Development

I. SUMMARY

The Office of Community and Economic Development recommends that the BCC approve the attached Qualified Target Industry (QTI) tax refund applications and agreements.

II. PRESENT SITUATION

On February 17, 2004 the BCC approved Resolution No. R-236-04 recommending to the State a waiver of the required annual wages for participation in the QTI Refund program for Confidential Project No. 04-00079.

The Qualified Target Industry (QTI) tax refund program is pursuant to Florida Statutes Section 288.106. The program's intent is to attract relocating out-of-area businesses and encourage expansion of existing local companies by providing a tax refund.

III. POLICY CHANGE AND IMPLICATION

The QTI program requires that the applicant pay average wages which would be \$36,590 in Miami-Dade County or a waiver to be included with the application. This resolution includes the waiver which would allow the State to accept the application with an average wage of \$33,280 as approved by Resolution No. R-236-04 in February.

ECONOMIC IMPACT

Item	Project Name	New Jobs	New Capital Investment	QTI REFUND			Miami-Dade New Incremental Tax Revenue Generated	County QTI Match	Net Revenue Benefit to Miami-Dade (per Beacon)	Total ROII (per Beacon)
				TOTAL	STATE 80%	COUNTY 20%				
7K1A	Confidential 04-00079	210	11,130,000	840,000	672,000	168,000	217,035	168,000	49,035	1.29

ROII – Return on Incentive Investment equals Miami-Dade New Tax Revenue Generated divided by the County's match.

The funding for the Miami-Dade County portion of the QTI shall come from the County's General Fund.

IV. COMMENTS AND QUESTIONS

None

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LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING ASSIGNMENT OF MARINA FUNDING GROUP, INC. LEASE AGREEMENT TO 33032 PARTNERS, LTD. TO PROVIDE DRY RACK BOAT STORAGE AND RELATED FACILITIES AT BLACK POINT MARINA; APPROVING A THIRD LEASE AMENDMENT WHICH EXERCISES TWO FIVE YEAR RENEWAL OPTIONS, REMOVES A PARCEL OF LAND FROM THE LEASEHOLD, AND MODIFIES THE MINIMUM RENT GUARANTEE PURSUANT TO LEASE TERMS; AND AUTHORIZING THE ESTOPPEL CERTIFICATE TO REFLECT THE LEASE TERMS

I. SUMMARY

This resolution approves the assignment of the Lease Agreement between Marina Funding Group, Inc. and Miami-Dade County for the operation of dry rack boat storage and related facilities to 33032 Partners, Ltd. for the remaining lease term of four years, eleven months.

II. PRESENT SITUATION

On July 5, 1988, the Board approved a lease agreement with Marine Management, Inc. for the development and operation of dry rack storage and other related services at the Black Point Park Marina. On December 1, 1998, the lease agreement was assigned to Marina Funding Group Inc.

III. POLICY CHANGE AND IMPLICATION

This item approves the assignment of this lease agreement to 33032 Partners, Ltd. for the remaining lease term of four years, eleven months. The item also recommends that the Board approve a Third Lease Amendment, which exercises the two renewal terms of five years each, removes a parcel of land from the leasehold and modifies the guaranteed minimum rent pursuant to Lease terms. This amendment also allows for a leasehold mortgage and modifies the capital improvement extension provisions.

IV. ECONOMIC IMPACT

The guaranteed minimum rent is \$9,664 per month with the payment terms as follows:

5% of monthly gross receipts from all sources except
12% of monthly gross receipts from rental of Department's houseboat vessel
3% of gross receipts from sales of vessels and/or engines
35% of vending "commissions"
5 cents per gallon for fuel sales

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The Lease provides for three five-year extensions for capital improvements to Black Point Park and Marina for each \$250,000 expended. Also, this amendment would allow for the lessee to fund the County's capital improvements at the facility instead of requiring that the lessee do the construction work itself.

V. COMMENTS AND QUESTIONS

None

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LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF A SUPPLEMENTAL AGREEMENT WITH THE SUPERLATIVE GROUP, INC., TO OBTAIN CONSULTING SERVICES IN CONNECTION WITH THE COUNTY'S SPONSORSHIP PROGRAM, AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN
CONTRACT NO. 271 S.A. NO. 2

Procurement Management Department

I. SUMMARY

This resolution authorizes execution of Supplemental Agreement No. 2 to Contract No. 271 *Corporate Sponsorship Program* with The Superlative Group to provide consulting services in the negotiation of naming rights for the South Miami-Dade Cultural Center.

II. PRESENT SITUATION

The County awarded a consultant services contract in June 2001 to The Superlative Group to develop a corporate sponsorship program and policies for same. The contract provided an option for The Superlative Group to assist in developing solicitations and participating in negotiations if a sponsorship program was pursued.

At the time the first supplemental agreement was approved, it was reported that:

- Commissions for this type of agreement typically range from 10 to 35%.
- For comparable agreements to the County's, The Superlative Group reported that they were receiving commissions from 8% to 40% under a graduated scale.

The Office of Strategic Business Management indicates that they have done market research and a 10% commission rate, as proposed under this Second Supplemental Agreement, is "reasonable" and "at the low end of the commission market range."

III. POLICY CHANGE AND IMPLICATION

The Superlative Group would provide specialized expertise and resources not currently available in-house in securing naming rights for the South Miami-Dade Cultural Center, which is scheduled to be under construction during 2004. As part of the services to be provided, they will assist in the development of a marketing approach, as well as assist in the evaluation of potential sponsors and in contract negotiations.

IV. ECONOMIC IMPACT

For this Agreement, The Superlative Group would be compensated as follows:

- 1) A monthly retainer of \$5,000 for each of 12 months, with the option (at the County's discretion) to extend for an additional 12 months. Retainer payments would cease once there is a signed sponsorship agreement; and
- 2) A ten percent (10%) commission rate on the *total value* of an executed naming rights contract; and

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- 3) Reimbursement of out-of-pocket expenses not to exceed \$15,000 for the life of this Agreement. Expenses could include travel costs and travel-related expenses, which would be reimbursed at amounts pursuant to state statute. Any expenses incurred in any extended term will be determined and agreed to by the County.

Out-of-pocket expenses reimbursement will come from an allocation remaining under Contract No. 271. The funding source of the retainer payments (\$60,000 for a 12 month period) is coming from the Department of Cultural Affairs capital budget for this project.

V. COMMENTS AND QUESTIONS

Naming rights is just one way municipalities are turning to as an alternative form of raising revenues without raising taxes, thus providing new funding for programs and services that cities and counties can provide to their residents.

The Superlative Group is based in Cleveland, OH. It is anticipated that one to two Superlative executives may make one monthly visit to Miami-Dade County for work on this project. According to their biographies and the company's website, Superlative executives have brokered naming rights to many large municipalities and corporations (see attached). While the compensation terms (10% of the total value of the naming rights contract) encourages the consultant to get the best deal it can for the County, it is important to partner with an appropriate sponsor, even if it does not yield the greatest return.

A general timeline is included in the Supplemental Agreement.

Additional information provided by staff:

Have any corporations already expressed interest?

Although the project has not yet been marketed to corporations and individuals (this is one of Superlative's tasks under this proposed agreement), the project already is attracting interest given the quality of its design (by Arquitectonica). For example, we are working with by a glass manufacturer who approached us with a proposal to donate all of the glazing for the building.

How will the Board remain informed about the status of this work and be aware of potential/interested sponsors?

Any proposal for naming the South Miami-Dade Cultural Center must come back to the Board of County Commissioners for approval. In addition, the Department of Cultural Affairs will manage the work under this contract and Superlative is required to provide monthly written reports on progress. The Department can report to the Board and/or to its Committee(s) on progress, as often as is desired. The cultivation of sponsors is sensitive work and it is recommended that individual briefings with interested Commissioners also be considered so that there is adequate opportunity for staff to develop firm prospects.

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Has the potential value of the naming rights been identified?

Superlative and the Department of Cultural Affairs have worked together on a preliminary assessment for the value of these naming rights. This was done under the earlier Phase 1 of the Superlative agreement (i.e., "Evaluation of County Assets"). Superlative provided national comparables for theater naming rights agreements, ranging from annual commitments (for a defined term) in the hundreds of thousands of dollars to one time gifts in the millions of dollars. Locally, we have looked at gifts in the \$2 million to \$5 million range for facilities of comparable scope and quality (e.g., FIU's Wertheim Performing Arts Center and new facilities on the University of Miami campus).

As the contract is written, there is no cap on what the Consultant can make on commission or how long they can receive commissions.

This is correct and based on a survey by Procurement; this was determined to be standard practice in form and in the mid-range in percentage for the industry.

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH THE CITY OF HIALEAH FOR THE CONSTRUCTION OF W 60 STREET FROM W 28 AVENUE TO SR 826 IN HIALEAH, MIAMI-DADE COUNTY

Public Works Department

I. SUMMARY

This resolution recommends that the Board of County Commissioners (BCC) approve an amendment to a Memorandum of Agreement (MOA) between Miami-Dade County and the City of Hialeah for the reimbursement of \$39,616.67.

According to the County Manager, the additional amount will serve as a final payment to the City from available Roadway Impact Fee District 9 Funds.

II. PRESENT SITUATION

On February 26, 2002, the Board of County Commissioners and the City of Hialeah, through an (MOA) agreed to finance the construction of W 60 Street, from W 28 Avenue to SR-826. Under the agreed (MOA), the city would be reimbursed \$2,500,000 for the construction of a four lane roadway on W 60 from W 28 Avenue to SR-826.

However, the city has requested additional monies from the County. Amending the original (MOA), the County will provide an additional \$39,616.67 to the City of Hialeah.

The city indicated that the contractor encountered unforeseen conditions (unsuitable soil and garbage material that needed to be removed) during the excavation process and required expenditures for the construction of an additional drainage work requested by the County.

III. POLICY CHANGE AND IMPLICATIONS

The City has requested that the County provide additional funds along with the \$2,500,000 provided in the original (MOA). The original (MOA) was authorized to be processed under the County's Expedite Ordinance. However, the original agreement states that "the County shall reimburse the city for the construction costs incurred by the city, in a total amount not to exceed \$2,500,000 (**the Total Reimbursement**)."

The city's obligation under the original (MOA) was to advance those funds to the contractor, provided that the costs were within the estimated construction costs. Furthermore, under the *consideration of the promises and the*

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covenants provision 5 of the (MOA), the city was to maintain separate accounting for the costs of the project so that the county may verify and audit project costs.

Also, the city agreed to submit estimated monthly construction payout schedule for the project to the County. In return the County would disburse funds to the city once the city submitted invoices with certified copies of contractor work forms attached.

Under the original (MOA), the city agreed to complete the project by August 2003 in accordance with the scheduled completion date in the County Incentive Grant Program Agreement. Moreover, the County, under the original (MOA), agreed to review all change orders or modification of plans, and any other requests for approval.

IV. ECONOMIC IMPACT

The actual economic impact to the County has been determined to be an additional \$39,616.67.

V. COMMENTS AND QUESTIONS

If we have funds available in the (PTP), why is the County proposing to reimburse the City of Hialeah \$39,616.67 from available Road Impact Fee District 9 funds?

A similar contract was identified in the Original PTP ordinance for funding from (PTP) funds:

On October 21, 2003, the Board of County Commissioners (BCC) approved item 7P1A which sought to execute a (MOA) between Miami-Dade County and the City of Hialeah for reimbursement of up to \$5,500,560.56 in surtax proceeds to facilitate the construction of a three lane road on NW 62 Avenue from NW 105 Street to NW 138 Street, in Hialeah.

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Some may argue that the County should set new management monitoring procedures along each phase of most projects and reinforce contractual obligations for existing/new contracts with municipalities. The City of Hialeah blamed their delays on unforeseen circumstances. The County should have avoided these unforeseen delays, if County staff completed the construction plans and design conditions. Did the County verify the additional costs proposed by the contractor once the contractor identified a foreseen problem and submitted the costs estimates for the conditions in the excavation of the project? Were the claims by the contractor presented to the County Commissioners ahead of time? Why has it taken over a year to present this request to reimburse the city to the commissioners? Did the County inspect the project site, as agreed in the original (MOA) to inspect the project? If so, how frequent were the inspections?

In an effort for staff to evaluate each change order effectively for projects that take significant time or require extension of time and additional monies, some may argue that the County is not doing enough on inspecting construction sites to avoid delays and reimbursement of additional monies. However, in certain circumstances, it is not possible to anticipate additional conditions when bidding construction projects and/or when a contractor is ready to commence a project.

According to staff, the contractor for this project is Williams Paving. Fred George (now retired) was responsible for inspecting the project site. The city of Hialeah paid the contractor, however there was a five month delay to prepare this amendment.

Public Works Department

Transportation Surtax Use

The following seven (7) items were prepared by the Public Works Department (PWD) as part of the Neighborhoods Improvement portion of the Peoples Transportation Plan (PTP).

These projects would be eligible for funding from the .5% Charter County Transportation Surtax.

Item	Department	Contractor	Type of Work	Location	Amount
7(P)(1)(D)	Public Works	H & J Asphalt	Resurfacing	Countywide	\$1,000,000
7(P)(1)(E)	Public Works	H & R Paving	Resurfacing	Countywide	\$1,000,000
7(P)(1)(H)	Public Works	H & R Paving	Resurfacing	NW 135 St.	\$1,000,000
7(P)(1)(F)	Public Works	Fortex Construction	Pavement Striping	Countywide	\$500,000
7(P)(1)(G)	Public Works	McCain Sales of Fl.	Signage	Countywide	\$600,000
7(P)(1)(I)	Public Works	General Asphalt	Resurfacing	Countywide	\$1,000,000
7(P)(1)(J)	Public Works	Adventure Environmental	ADA Sidewalks	Various Districts	\$500,000
				Total	\$5,600,000

July 13, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION APPROVING THE PUBLIC WORKS DEPARTMENT'S USE OF BID NO. 1480-4/08 (SIGN BLANKS AND POSTS) FOR PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECTS

Public Works Department

I. SUMMARY

The Public Works Department is requesting the ability to access an existing Signage contract, No. 1480-4/08, with McCain Sales of Florida, Inc.

This contract would allow for the Department to implement the Signage portion of its two (2) year Neighborhood Improvement portion of the Peoples' Transportation Plan (PTP) in a more expeditious manner.

II. PRESENT SITUATION

This contract went into effect on March 1, 2004 and runs through February 28, 2005.

The following six (6) County Departments have access to this contract:

- Aviation
- Parks & Recreation
- Public Works
- Seaport
- Solid Waste
- Transit

On April 27, 2004 the Board of County Commissioners approved Roadway Signage projects for inclusion into the PTP Neighborhood Projects.

III. POLICY CHANGE AND IMPLICATION

This would allow the Department to access an existing contract without going back out to bid for a new contractor for these services.

IV. ECONOMIC IMPACT

The Department was \$600,000 remaining for signage under this contract.

Any portion that is used for the Neighborhood Improvements portion of the PTP would be eligible for reimbursement from the Charter County Transportation (.5% Surtax) Funds.

V. COMMENTS AND QUESTIONS

None

July 13, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT AND MIAMI-DADE COUNTY TO PROVIDE SERVICES TO THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT ACCORDING TO SECTION 197.3632, FLORIDA STATUTES, UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS

Public Works Department

I. SUMMARY

These resolutions will allow the Cutler Cay CDD, Lakes by The Bay South CDD, and the Spicewood CDD. To utilize the uniform method for the levy, collection, and enforcement of non-ad Valorem assessments.

II. PRESENT SITUATION

N/A

III. POLICY CHANGE AND IMPLICATION

Community Development Districts have no fiscal impact on the County.

IV. ECONOMIC IMPACT

The CDD process passes the economic burden for developing infrastructure to the developer not the County.

V. COMMENTS AND QUESTIONS

All three CDDs are located in District 8

July 13, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION APPROVING SECOND AMENDMENT TO THE THIRD AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT BETWEEN THE COUNTY AND MONTENAY-DADE, LTD. AND AUTHORIZING COUNTY MANAGER TO EXECUTE AND DELIVER SAID AMENDMENT UPON COUNTY ATTORNEY'S APPROVAL OF ANY MODIFICATIONS

Department of Solid Waste Management

I. SUMMARY

This resolution seeks the authorization of the Board of County Commissioners to execute the Second Amendment to the Third Amended and Related Operations and Management Agreement between Miami-Dade County and Resource Recovery Facility.

The recommended amendment addresses the following:

- Contract extensions and brings to closure several longstanding operational issues;
- Disposition of Fines, a by product of Trash and Recyclable Trash processing at the Montenay-Dade, Ltd. Facility;
- Adjustments to the hard and soft put-or-pay requirements (increased and/or decreased) tonnage to be processed); and
- Reduction in FY 2008 and FY 2014 to the Consumer Price Index (CPI) Adjustment on facility tipping fees, resulting in a savings to the County through 2023 of approximately \$33 million, which equates to about \$16.7 million in present value.

II. PRESENT SITUATION

On January 7, 2003, in a memorandum from the Office of the Inspector General Miami-Dade County (OIG), the county management stated that "it was stressed that (DSWM) and Miami-Dade County as a whole needed to embrace a plan to confront the County's long-term solid waste disposal needs." The county management emphasized that the County "decrease utilization and reliance on county-owned landfills."

Currently, there are approximately 2.6 million residents that reside in Miami-Dade County. According to staff, residents in Miami-Dade County produce approximately 3.5 million tons of garbage each year. This amounts to 1.5 tons per person each year. An estimated one-third of the total goes to the County's waste-to-energy facility located at 6990 N.W. 97th Avenue. Montenay-Dade, Ltd. operates the facility under an operations and management agreement with the County.

The facility is the "hub" or "centerpiece" of the County-wide Solid Waste Management and Disposal System.

BCC ITEM 8S1A

July 13, 2004

The County believes that to reduce the risks posed by the disposal dilemma, the County is best served by extending the term with the current operator and delivering additional waste to the facility to fully utilize its existing capacity. This will extend the life existing landfills and reduce the need for new landfills in the future.

Miami-Dade County's Landfill Dilemma:

The Miami-Dade County Department of Solid Waste Management (DSWM) currently operates and maintains three active landfills: **North Dade Landfill, the South Dade landfill, and the Ash Landfill**. Each year, the (DSWM) is required, under Chapter 62-701.500 (13) (c), F.A.C., to submit an estimate of the capacity (volume) remaining in each active landfill facility to the Florida Department of Environmental Protection (FDEP). In addition, the (DSWM) uses the capacity remaining in its landfills to make projections of future operating revenues and to forecast when landfill closure and long-term care costs will be incurred.

The projected life of Miami-Dade County landfills are:

North-Dade Facility 2011

South Dade Facility 2018

Ash-Landfill Facility 2025

North-Dade Site:

- North Dade landfill has a total of 218 acres, of which 180 is used for disposal
- Classified as Class 3 (trash material) landfill (no garbage)
- There are two cells, the 84-acre east cell is the active cell and the 96-acre west site is closed
- There are new gas wells for the North-Dade site (trash generate gases during the decomposition stage)
- According to staff, the waste capacity available as of July 1, 2003 is calculated to be 2,951,893 tons. This represents a decrease of approximately 8.12 percent compared to the available waste capacity as of July 1, 2002

According to staff, closure consists of layering a synthetic cap on those parcels that are not active or receiving trash material. Lime rock, a thick plastic carpet, two feet of dirt (in accordance with state regulations), and grass cover the complete waste mass.

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Ash-Mono Fill Class 1 /Resource Recovery Facility

- 80-acre landfill site (Ash landfill occupies the 80 acres of the 160 acre Resources Recovery Facility site)
- The Ash landfill is permitted under the Power Plant Siting Act to receive ash from the Resources Recovery Facility.
- There are two cells that are active
- 26 ½ acres (old design) of the facility are closed with the synthetic layer
- Gas wells are not needed in this facility (there is no decomposition material)
- Cells 17 and 18 are nearing capacity (five years left)
- Cell 19 is under construction
- Cell 20 is in the designing and permitting phase
- According to staff, the waste capacity available as of July 1, 2003 is calculated to be 117,454 tons. This represents a decrease of approximately 52.4 percent compared to the available waste capacity as of July 1, 2002

South-Dade Site/Class 1 (non-hazardous solid wastes, including garbage)

- There are five cells/300 plus acres (200 have been designated for waste disposal)
- Cells 1 and 2 are closed since the 1990's (consist of 50 acres)
- Synthetic layers and gas wells exist in and around cells 1 and 2
- However, gas wells in this facility are outdated and need restoring
- Cell 3 is nearing capacity (five years may be left)
- Cell 4 is currently in operation-needs new gas well (ten year life expectancy)
- Cell five is under design and permitting
- According to staff, the waste capacity available as of July 1, 2003 is calculated to be 4,206,327 tons. This represents a decrease of approximately 4.91 percent compared to the available waste capacity as of July 1, 2002

According to staff, they do not have a long-term plan to address nearing available waste capacity levels for all landfill sites. Staff mentioned they have an option to flow the waste north to Broward County.

III. POLICY CHANGE AND IMPLICATIONS

Under the proposed Second Amendment to Third Amended and Restated Operations and Management Agreement between Miami-Dade County and Montenay-Dade, Ltd. there are several items of significance for the County to consider:

- Facility is expected to continue to be a county-wide primary means of environmentally safe waste disposal for Miami-Dade County for several decades, thereby helping to ensure that the County maintains its adopted Level-of-Service (LOS) standard for Concurrency over the long-term and providing a renewable disposal capacity for the County's waste stream and reducing the use of existing landfills and the need for future new landfills.

Fines

- **Fines** are a by-product of Recyclable Trash processing at the Facility. Fines, which consist of mostly soil and wood particles, constitute approximately 35 percent of Recyclable Trash processed at the Facility.
 - Under the terms of the proposed Amendment, the Company will deliver 20,000 tons of Fines to the North Miami Dade County Landfill (NMDLF) annually at no disposal cost to the Company. The Fines will be used for daily Landfill cover and will off set the need to buy Limerock.
 - An additional 15,000 tons of Fines will be delivered without cost to the South Miami Dade Landfill (SMDLF) for daily landfill cover.
 - Up to another 32,000 tons of Fines can be delivered by the Company to the SMDLF at a tipping fee of \$10 per ton. (The tipping fee will increase annually with the Consumer Price Index.)
 - For Fines deliveries above the total of 67,000 tons, the Company will pay the tipping fee at the SMDLF, which is \$50.65 presently.

Contract Extension

- The proposed Amendment includes an extension of the term of agreement until October 31, 2023, with four five-year options to renew that could extend the contract to 2043. Either party may terminate the agreement with a one-year notice before any renewal period.
- It is important to note that the current outstanding debt associated with bond financing of major capital improvements at the Facility will be fully discharged in 2013, thereby reducing the overall cost to the County of its Resources Recovery program for the full 10 years of the extended term (approximately \$11.5 million per year or \$9 per ton).
- The County will "Lock-in" future disposal costs at today's low cost. The Company will absorb the operational and maintenance risks during the extension term.
- After 2015, the County's put-or-pay obligation can be adjusted downwards if the County experiences a decrease in the amount of waste under its control.

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Increased Tonnage

- The Amendment includes a proposed increase in annual On-Site Waste deliveries to the Facility by 100,000 tons at a discounted tipping fee of \$16.28 per ton in current dollars with a CPI adjustment. This will fully utilize the existing facility capacity. When adjusted for the cost of transportation, residue removal and disposal, the additional fees, such as the Scrubber Fee, and the County's share of electricity revenues, the discounted tipping fee is \$1.00 per ton less than the cost at the least expensive third party disposal site.
- The normal base disposal rate is currently \$30.95 per ton for waste deliveries to the Facility up to 702,000 tons per year and \$25.09 from 702,000 tons up to 936,000 tons per year.
 - However, over the life of the contract, there is a positive cash flow difference to the County, and an immediate overall benefit when the value of extending the life of the SMDLF is considered.
- Although the County's delivery obligation at the facility is increasing by 100,000 tons, the County's annual hard put-or-pay obligation of 972,000 tons remains unchanged. The County will be responsible to deliver the additional only if it is available. This means that the County will not have to deliver more on-site waste if it's not available

CPI Adjustment

- In consideration for the contract extension and to offset costs incurred by the County, the Company agreed to modify the annual CPI adjustment. The adjustment to the Facility tipping fees taking place on October 1, 2007, will be reduced by one percentage point from the CPI.
- On October 1, 2013, the CPI adjustment will be reduced by four percentage points, and at each contract renewal thereafter, the CPI adjustment will be reduced by two percentage points. It is estimated that the reduction in the CPI adjustment will save the County approximately \$33 million through FY 2023. That amount has a present value of approximately \$16.7.

BCC ITEM 8S1A

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IV. ECONOMIC IMPACT

According to the County's Bond Engineering Firm, Brown and Caldwell:

The change to the CPI adjustment for the Facility tipping fees represents a savings to the County of approximately \$33 million (\$16.7 million in present value). The Brown and Caldwell report estimates the overall cash flow impact of the amendment, including the CPI adjustment to the tipping fees as well as all of its other terms, to be a savings of approximately \$18.8 million (\$6.1 million in present value).

This amendment will preserve and prolong the life of Miami-Dade County's most valuable strategic asset—the remaining life (capacity) of its landfills. By preserving future capacity, the County can negotiate from a position of strength for future non-county disposal capacity.

V. COMMENTS AND QUESTIONS

According to the County's Bond Engineering Firm, Brown and Caldwell:

- When all the terms of this Amendment, including the adjustments to the CPI, the additional life of the landfills, and the other operational adjustments are considered, there is an overall positive effect on the County. The agreement assures the County of a long-term, renewable, waste disposal option at today's prices, adjusted for inflation.

Under this agreement, the County does not have to deliver more on-site waste as previously required to process. The County will only be obligated to deliver the additional waste only if available.

Regarding the offer with Fines, the County is responsible for disposal of 10% of the Recyclable Trash tonnage as Fines (estimated to be 27,000 tons annually) the company is responsible for the remainder of the Fines (estimated to be 67,000 tons. Under the proposed amendment, a beneficial solution to the fines matter regarding 25% or 67,000 tons that the company is responsible for has been achieved.

- The department may use Fines as landfill cover at both the North and South Miami-Dade Landfills, and thereby offset the amount of Limerock it must purchase.

Miami Dade Landfill	Tons of Fines	Recycling Credit Fee	Cost
North Miami Dade County Landfill (NMDLF)	20,000 tons	\$1.60 per ton (eliminates the need for limerock as cover material)	No disposal cost
South Miami Dade Landfill (SMDLF)	15,000 tons	Not necessary to purchase landfill material	No disposal cost

BCC ITEM 8S1A
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- In regards to the cover material stockpiled at the (SMDLF), the company agrees, in a period of three years to find a way to recycle those Fines;
- If there are Fines, deliveries above the total of 67,000 tons, the Company will pay the tipping fee at the (SMDLF), which is \$50.65 presently;
- Fines above the 35,000 tons are considered excess cover material and the company will pay \$10, per ton. The Company's payment for up to 32,000 tons of Fines in excess of the 35,000 tons delivered without charge to the NMDLF and SMDLF will be phased-in over a three-year period. There will be no charge for that tonnage in the current year, FY 2003-04.

Recently, the Inspector General (OIG) raised objections to the proposed language that Montenay-Dade, Ltd. disagrees that the (OIG) should be included in the agreement.

By time of printing, the boiler plate agreement was being worked out by all parties.

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

***RESOLUTION ENDORSING THE ARGENTINE CONSULAR IDENTIFICATION CARD
FOR OFFICIAL IDENTIFICATION PURPOSES***

Commissioner Bruno Barreiro

I. SUMMARY

This resolution will allow the Argentine Consular Identification Card to be used for official identification purposes in Miami-Dade County. The Consular Identification Card is provided by the Argentine Government to Argentine nationals who have resided in the United States for at least six months.

II. PRESENT SITUATION

These Illegal Immigrants lack proper identification which makes it difficult for law enforcement to identify. At present the US Department of Treasury, Los Angeles County, and Maricopa County Arizona among others allow the Consular Identification Card to be used as official identification. Currently Local Authorities have the option to elect to accept the Card.

III. POLICY CHANGE AND IMPLICATION

The consular identification card does not indicate the immigration status of the holder. These cards are issued by a foreign government and do not under any circumstances, give the holder the rights or privileges denoted by legal immigration status. The consular identification card is not a driver's license and law enforcement personnel are advised to treat the consular identification card the same as any state-issued identification card. (US Border Patrol Memo 03-4)

IV. ECONOMIC IMPACT

N/A

V. COMMENTS AND QUESTIONS

- The FBI & Department of Justice have voiced concerns that the Consular Identification Card may be a threat to National Security.
- The Department of Treasury has determined that the Consular Identification Card meets the requirements of the Patriot Act.
- The Consular Identification Card does not change the migratory status of the Illegal Argentines which receive the ID.

July 13, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH CITY OF CORAL GABLES HEALTH FACILITIES AUTHORITY AND AUTHORIZING ITS EXECUTION AND DELIVERY BY COUNTY MANAGER OR HIS DESIGNEE; APPROVING ISSUANCE AND SALE BY SUCH AUTHORITY OF ITS REVENUE BONDS IN AMOUNT NOT TO EXCEED \$170,000,000 ON BEHALF OF BAPTIST HEALTH SOUTH FLORIDA, INC., BAPTIST HOSPITAL OF MIAMI, INC., SOUTH MIAMI HOSPITAL, INC. AND HOMESTEAD HOSPITAL, INC., AS REQUIRED BY SECTION 147(F) OF THE INTERNAL REVENUE CODE, AS AMENDED; AND PROVIDING FOR OTHER RELATED MATTERS

Commissioner Jimmy Morales

I. SUMMARY

This Resolution is an Interlocal Agreement which would allow the issuance of Florida Industrial Development Financing Bonds in an amount not to exceed \$170,000,000. The issuance of the Bond will be guaranteed by the Revenues of the City of Coral Gables Health Facilities Authority and shall not be the responsibility of Miami-Dade County.

II. PRESENT SITUATION

The City of Coral Gables Health Facilities Authority is requesting to issue Revenue Bonds on behalf of Baptist Health South Florida, Inc., Baptist Hospital of Miami, Inc., South Miami Hospital, Inc. and Homestead Hospital, Inc. in an amount not to exceed \$170,000,000.

III. POLICY CHANGE AND IMPLICATION

N/A

IV. ECONOMIC IMPACT

The issuance of these Revenue Bonds will have no Fiscal Impact to Miami-Dade County with respect to liability. It should be noted that the Revenue Bonds are being issued and will be spent to improve Miami-Dade's Hospital Facilities.

V. COMMENTS AND QUESTIONS

None.

July 13, 2004

LEGISLATIVE ANALYSIS AND ECONOMIC IMPACT STATEMENT

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT BETWEEN SECRETARY OF THE AIRFORCE ON BEHALF OF THE UNITED STATES OF AMERICA AND MIAMI-DADE COUNTY FOR THE TRANSFER OF APPROXIMATELY 621 ACRES OF SURPLUS PROPERTY LOCATED AT THE FORMER HOMESTEAD AIR FORCE BASE; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE REAL ESTATE EXCHANGE AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE COUNTY PUBLIC SCHOOLS IN SUBSTANTIALLY THE FORM ATTACHED HERETO

County Manager

I. SUMMARY

This Resolution if passes would allow the Manager to execute the Economic Development Conveyance Agreement with the United States Air Force Real Property Agency for the transfer of approximately 601 acres at the former Homestead Air Force Base.

II. PRESENT SITUATION

Miami-Dade County formally applied for the surpluses property in 1996. The process has been delayed primarily by the Homestead Air Base Developers, Inc. (HABDI) suit. In December of 2001 the County dropped out of the suit which is still in Federal Court. Because of the pending suit, the County has been hesitant to accept the land because of the uncertainty of pending legislation.

III. POLICY CHANGE AND IMPLICATION

Section 6.2.2. of the Economic Development Conveyance Agreement as presented requires the County to begin redevelopment within one (1) year from the date of final resolution, including any appeals, of the civil action filed (in the "HABDI Lawsuit").

5A Substitute includes a second and final increase to the letter of engagement with Kutak Rock, LLP for an amount not to exceed \$60,000.

- October 8, 2002 BCC approved letter of engagement with Kutak Rock LLP in the amount of \$35,000 for professional services related to the conveyance of the former Homestead Air Force Base.
- August of 2003, Letter of engagement was increased to \$80,000.
- Today the Board is being asked to increase the letter of engagement by an amount not to exceed \$60,000.

BCC ITEM 11(A)(2)

July 13, 2004

IV. ECONOMIC IMPACT

By allowing the County to start development after the HABDI suit is completed, the County will not run the risk of making developments to land which may later be taken away of its use changed.

The cost of professional services provided by Kutak Rock, LLP was originally \$35,000. This resolution would increase the amount authorized to a total not to exceed \$140,000.

V. COMMENTS AND QUESTIONS

The EDC application was based primarily on the land being used for environmental tourism and education, institutional and light industrial uses, with the prohibition of commercial aviation. Although not restricted, housing is discouraged by the Air Force because of the temporary nature of jobs created.

The Base Exchange (BX Mart) has been at the verge of closing, the BCC has urged that it remain open and as a result of the Transfer of some personnel from Roosevelt Roads Naval Base in Puerto Rico to HARB maybe cause to consider keeping the Exchange open.

The Federal government has formally moved to have the HABDI lawsuit dismissed by summary judgment.

Parcel 13/14 was to be an aviation related MDCPS Vocational School but as a result of the commercial aviation restriction and the house boom in South Dade parcel 13/14 will be swapped for parcel 3E which shall be used for a future K-12 school and park.